



CFN 2003R0896491
DR Bk 21875 Pgs 1964 - 1972; (9pgs)
RECORDED 12/05/2003 09:37:10
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Michael Radell, Esq.

Address: Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B", and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. Z02-326 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by REChisholm Architects Inc. entitled, "Goulds Hammocks", dated the 6th day of June, 2003, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) That the property shall be limited to no more than 45 single-family homes.

9

(Space reserved for Clerk)

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This

enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

[Execution Pages Follow]

**ACKNOWLEDGMENT
CORPORATION**

Signed, witnessed, executed and acknowledged on this 6th day of June, 2003.

IN WITNESS WHEREOF, GOULDS, LLC
(Corporate name) has caused these presents to be signed in its name by its proper officials.

Witnesses:

[Signature]

Signature

Tejane Goldmeier

Print Name

[Signature]

Signature

Print Name

Goulds, LLC

Name of Corporation

Address:

1101 Brickell Avenue

Suite 402-B

Miami, FL 33131

By [Signature]

(President, Vice-President or CEO*)

Print Name: Barry Goldmeier

**[*Note: All others require attachment of
original corporate resolution of**

authorization]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Barry Goldmeier the
President of Goulds, LLC, on behalf of the limited liability corporation. He is personally
known to me or has produced _____, as identification.

Witness my signature and official seal this 7th day of
June, 2003, in the County and State aforesaid.



Crystal R. Mueller-Wilson
Commission #DD192130
Expires: Mar 10, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Crystal R. Mueller-Wilson

Notary Public, State of Florida

Crystal R. Mueller-Wilson

Print Name

My Commission Expires:

(Space reserved for Clerk)

**JINDER BY MORTGAGEE
CORPORATION**HOLDING CORP.

The undersigned YAKIMA GREEN VALLEY a FLORIDA (state)
 corporation and Mortgagee under that certain mortgage from CHURCH & DWIGHT
 dated the 12 day of SEPTEMBER
2002, and recorded in Official Records Book 20657, Page 108, of the
 Public Records of Miami-Dade County, Florida, covering all or a portion of the property described
 in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall
 be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 24th day of
APRIL, 2003.

Witnesses

[Signature]
 Signature
Barry Goldmeier
 Print Name
[Signature]
 Signature
OFELIA VAZQUEZ
 Print Name

YAKIMA GREEN VALLEY HOLDING CORP.
 Name of Corporation
 Address
P.O. BOX 6055
SURFSIDE, FL 33154
 By [Signature]
 (President, Vice-President or CEO*)

Print Name: Stephen [Signature]

(* Note: All others require attachment of original
 corporate resolution of authorization)

(Space reserved for Clerk)

STATE OF FLORIDACOUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by STEPHEN R. SONSON the PRESIDENT OF
YAICKIMMA GREEN VALLEY HOLDING CORP. of FLORIDA (Name) the
 (Title) (Name) corporation, on behalf of
 the corporation. He/She is personally known to me or has produced FL D.L. # S525-796-40-126-1
 as identification.

Witness my signature and official seal this 28th day of APRIL
2003 in the County and State aforesaid.

Notary Public State of FLORIDA
OFELIA VAZQUEZ
 Print Name

My Commission Expires



Ofelia Vazquez
 Commission # DD 018167
 Expires May 29, 2005
 Bonded Thru
 Atlantic Bonding Co., Inc.

JOINDER BY MORTGAGE CORPORATION

The undersigned 1M, INC., a Florida corporation, and Mortgagee under that certain mortgage from GOULDS, L.L.C., a Florida limited liability corporation, dated the 30th day of September, 2002, and recorded on the 3rd day of October 2002, in Official Records Book 20699, at Page 4827, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors title.

IN WITNESS WHEREOF, these presents have been executed this 24 day of April, 2003.

Witnesses:

[Signature]
Signature

[Signature]
Print Name

[Signature]
Signature

Lamis Nazer
Print Name

1M, INC.
1177 Kane Concourse, Suite 107
Bay Harbor, Florida 33154

By: [Signature]
[Signature]
Printed Name / Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by John R. Olsen,
the President of IM, INC., a Florida corporation, on behalf of the corporation. He/She is
personally known to me or has produced Personally known to me as
identification.


Witness my signature and official seal this 24 day of April, 2003,
2003, in County and State aforesaid.



RICHARD H. OLSEN
MY COMMISSION # DD 128036
EXPIRES: June 20, 2006
Bonded Thru Budget Notary Services

Richard H. Olsen
Notary Public
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

The east $\frac{1}{2}$ of the north $\frac{1}{2}$ of the north $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the north $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ less the West 150 feet and less the East 25 feet of the West 175 feet of the North 75 feet and less the East 396 feet of the North 110 feet thereof, in Section 18, Township 56 South, Range 40 East, lying in Miami-Dade County, Florida.

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title covering the period from the beginning to the 08TH day of September, 2003, at the hour of 11:00 PM, inclusive, of the following described property:

The East 1/2 of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Southeast 1/4, of Section 18, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida; together with an exclusive easement for ingress, egress, roadway, and utility purposes across, over, and under the South 30 feet of the West 1/4 of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Southeast 1/4, in Section 18, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

GOULDS, L.L.C., a Florida limited liability corporation

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (if "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage executed by **GOULDS, L.L.C., a Florida limited liability corporation**, to 1M, INC., dated September 30, 2002, and recorded on October 3, 2002, in Official Records Book 20699, at Page 4827, of the Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

See Exhibit B-1 (General Exceptions).

4. **SPECIAL EXCEPTIONS:**

See Exhibit B-2 (Special Exceptions).

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
1M, INC.	Mortgage	Numbers 2 and 3 (see Exhibit B-2 Special Exceptions)

The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
ATIDS Print-Out	Attorneys' Title Insurance Fund, Inc.	10	The beginning through September 8th, 2003, at 11:00 PM

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 3rd day of October, 2003.

Manuel J. Mari
Signature
MANUEL J. MARI, ESQ.
Print Name
Florida Bar No. 302880
Address:
250 Bird Road, Suite 200
Coral Gables, Florida 33146

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 3rd day of October, 2003, by MANUEL J. MARI, who is personally known to me or has produced properly known as identification.

Ada G. Llerena
Notary Public

My Commission Expires:

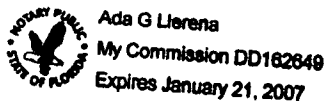


EXHIBIT "B-1"
GENERAL EXCEPTIONS TO OPINION OF TITLE

1. Taxes for the year of the effective date of this policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a line, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

EXHIBIT "B-2"
SPECIAL EXCEPTIONS TO OPINION OF TITLE

1. Right-of-Way Deed to Dade County recorded in Official Records Book 1969, at Page 501, of the Public Records of Miami-Dade County, Florida.